

Exhibit A

- f. Affidavit of Service of Citation on Defendant Christopher Van Rees
Served: September 20, 2017
Filed: September 15, 2017
 - g. Defendants' Answer to Plaintiff's Original Petition & Jury Demand
Filed: September 29, 2017
4. Defendant Peleus Insurance Company's Certificate of Interested Persons and Rule 7.1 Disclosure Statement

Exhibit A-1

Exhibit A-2

Case Information

DC-17-11083 | RICHARD HORTON vs. PELEUS INSURANCE COMPANY,
et al

Case Number	Court	Judicial Officer
DC-17-11083	134th District Court	TILLERY, DALE
File Date	Case Type	Case Status
08/29/2017	CNTR CNSMR COM DEBT	OPEN

Party

PLAINTIFF
HORTON, RICHARD

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2402 DUNLAVY STREET
HOUSTON TX 77006

Active Attorneys ▼
Lead Attorney
SLANIA, ANDREW
P
Retained

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Fax Phone
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DEFENDANT
PELEUS INSURANCE COMPANY

Address
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DEFENDANT
STRATA CLAIMS MANAGEMENT, LLC

Active Attorneys ▼
Lead Attorney

Case 3:17-cv-02807-B Document 1-3 Filed 10/12/17 Page 8 of 62 PageID 26
ADDRESSES
BY SERVING ITS REGISTERED AGENT CT
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1999 BRYAN STREET SUITE 900
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JOHN

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DEFENDANT
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DALLAS TX 75287-5103

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Events and Hearings

08/29/2017 NEW CASE FILED (OCA) - CIVIL
08/29/2017 ORIGINAL PETITION ▼
Original Petition - Woodway.pdf
08/29/2017 CASE FILING COVER SHEET ▼
Civil Case Info Sheet.pdf
08/29/2017 ISSUE CITATION
08/29/2017 JURY DEMAND
08/31/2017 CITATION ISSUED ▼
DC-17-11083.pdf
DC-17-11083-2.pdf
DC-17-11083-4.pdf
DC-17-11083-5.pdf
08/31/2017 CITATION ISSUED ▼
DC-17-11083-1.pdf
08/31/2017 CITATION ▼
Anticipated Server ESERVE
Anticipated Method Actual Server OUT OF COUNTY
Returned 09/20/2017 Anticipated Server ESERVE
Anticipated Method Actual Server PRIVATE PROCESS SERVER
Returned

Anticipated Server
ESERVE

Anticipated Method
Actual Server
PRIVATE PROCESS SERVER

Returned
09/15/2017
Anticipated Server
ESERVE

Anticipated Method
Actual Server
PRIVATE PROCESS SERVER

Returned
09/20/2017
Anticipated Server
ESERVE

Anticipated Method
Actual Server
OUT OF COUNTY

Returned
09/25/2017

09/15/2017 RETURN OF SERVICE ▼

ENGLE MARTIN &

Comment
CIT EXEC 9/11/17 TO ENGLE MARTIN & ASSOCIATES INC

09/15/2017 RETURN OF SERVICE ▼

STRATA

Comment
CIT EXEC 9/11/17 TO STRATA CLAIMS MANAGEMENT LLC

09/20/2017 RETURN OF SERVICE ▼

RISA

Comment
CIT EXEC 9/19/17 TO RISA HAYES VALLEJO

09/20/2017 RETURN OF SERVICE ▼

PELEUS

Comment
CIT EXEC 9/12/17 TO PELEUS INS CO

09/25/2017 RETURN OF SERVICE ▼

09/29/2017 ORIGINAL ANSWER - GENERAL DENIAL ▼

Defendants' Answer.pdf

09/29/2017 ORIGINAL ANSWER - GENERAL DENIAL

09/29/2017 JURY DEMAND ▼

Defendants' Answer.pdf

11/10/2017 DISMISSAL FOR WANT OF PROSECUTION ▼

Judicial Officer
TILLERY, DALEHearing Time
10:00 AMCancel Reason
BY COURT ADMINISTRATOR**Financial**

HORTON, RICHARD

Total Financial Assessment	\$367.00
Total Payments and Credits	\$367.00

8/30/2017	Transaction	\$367.00
	Assessment	

8/30/2017	CREDIT CARD	Receipt #	HORTON,	(\$367.00)
	- TEXFILE	56026-	RICHARD	
	(DC)	2017-		
		DCLK		

Documents

Original Petition - Woodway.pdf

Civil Case Info Sheet.pdf

DC-17-11083.pdf

DC-17-11083-2.pdf

DC-17-11083-4.pdf

DC-17-11083-5.pdf

DC-17-11083-1.pdf

ENGLE MARTIN &

STRATA

RISA

PELEUS

VAN REES

Defendants' Answer.pdf

Exhibit A-3

Exhibit A-3-a

DC-17-11083

Freeney Anita

Cause No. _____

RICHARD HORTON dba WOODWAY	§	IN THE DISTRICT COURT OF
ON THE GREEN, INC.	§	
	§	
	§	
V.	§	DALLAS COUNTY, TEXAS
	§	
PELEUS INSURANCE COMPANY,	§	
STRATA CLAIMS MANAGEMENT, LLC,	§	
ENGLE MARTIN & ASSOCIATES, INC.,	§	
RISA HAYES VALLEJO and	§	
CHRISTOPHER VAN REES	§	G-134TH JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION & JURY DEMAND

Plaintiff RICHARD HORTON DBA WOODWAY ON THE GREEN, INC. ("Woodway" or "Plaintiff") by and through their attorneys, file this Original Petition & Jury Demand against Defendants PELEUS INSURANCE COMPANY ("Peleus" or "Carrier"), STRATA CLAIMS MANAGEMENT, LLC ("Strata"), ENGLE MARTIN & ASSOCIATES, INC. ("Engle Martin"), RISA HAYES VALLEJO ("Ms. Vallejo"), CHRISTOPHER VAN REES ("Mr. Van Rees") (collectively "Defendants") and would respectfully show the following:

Discovery Control Plan

1.1 Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.

Parties

2.1 Plaintiff, Richard Horton dba Woodway on the Green, Inc. is a domestic For-Profit Corporation organized under the laws of the State of Texas.

2.2 Upon information and belief, Defendant Peleus is a foreign surplus lines insurance company regularly engaged in the business of insurance in Texas, operating for the purpose of accumulating monetary profit. Peleus regularly and systematically issues insurance policies in the State of Texas. They may be served with process by serving certified mail, return receipt requested, to Claims Manager, Peleus Insurance Company, 8720 Stony Point Parkway, Suite 400, Richmond, VA 23235.

2.3 Upon information and belief, Strata is a corporation organized under the laws of the State of Texas regularly engaged in the business of adjusting insurance claims in Texas through its various Texas offices. Strata regularly and systematically engages in business in Texas, operating for the purpose of accumulating monetary profit and may be served with process through CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

2.4 Upon information and belief, Engle Martin is a corporation organized under the laws of the State of Georgia regularly engaged in the business of adjusting insurance claims in Texas through its various Texas offices. Engle Martin regularly and systematically engages in business in Texas, operating for the purpose of accumulating monetary profit and may be served with process through CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

2.5 Upon information and belief, Risa Hayes Vallejo is a natural person residing and working in the State of Texas. She may be served with process by serving her at, Risa Hayes Vallejo, 200 Rousseau Street, Waxahachie, Texas 75165-2740.

2.6 Upon information and belief, Van Rees is a natural person residing and working in the State of Texas. He may be served with process by serving him at, Christopher Van Rees, 4412 Black Otter Trail, Apt. 1153, Dallas, Texas 75287-5106.

Venue & Jurisdiction

3.1 Venue is proper in Dallas County under Tex. Civ. Prac. & Rem. Code section 15.002(a)(3) as it is the County where Defendants Strata and Engle Martins principal offices are located. Venue is also proper in Dallas County under Tex. Civ. Prac. & Rem. Code section 15.002(a)(1), as a substantial part of the events or omissions giving rise to this claim occurred in Dallas County. In particular, the adjustment of the claim by Defendants Strata and Engle Martin for losses under the policy (including payments to be made to Plaintiff under the policy) were conducted in Dallas County, Texas out of Strata and Engle Martin's Dallas offices. Further, investigation, including communications to and from Defendants and Woodway (including telephone calls, mailings, and other communications to Woodway) and communications between Defendants including the denial of the claim occurred in Dallas County, Texas.

3.2 Plaintiff seeks damages within the jurisdictional limits of this Court. Plaintiff trusts the jury to evaluate the evidence, but at this time, Plaintiff seeks monetary relief in an amount over \$1,000,000. Plaintiff reserves the right to modify the amount and type of relief sought in the future.

General Allegations

4.1 On or before March 17, 2016, Peleus sold a commercial property insurance policy bearing Policy No. S3-1457 to Woodway whereby Peleus would provide insurance coverage for the property located at 6201 Woodway Drive, Fort Worth, Texas 76133 (the "Property") in exchange for the timely payment of premiums (the "Policy"). The Property consists of several apartment buildings owned by Woodway. The Policy was sold by Peleus to Woodway as the insured under the Policy and provides coverage for damages to the Property caused by wind and hail.

4.2 On or about March 17, 2016, Plaintiff's property was substantially damaged by a severe wind and hail storm that north Texas.. As a result, the roofs, HVAC, exteriors, and interiors of the Property were substantially damaged. Immediately upon discovering the damage, Plaintiff filed an insurance claim under the Policy with Peleus for damages to the Property caused by the wind and hail storm. Plaintiff asked that the cost of repairs be covered pursuant to the Policy.

4.3 Peleus is the insurer on the Property. In response to the claim, the Carrier assigned adjusters, consultants, and agents to Plaintiff's file that were inadequate and improperly trained. More specifically, Peleus assigned Strata to adjust the claim and Strata assigned Ms. Vallejo as the claims manager. Peleus also assigned Plaintiff's claim to Engle Martin as adjusters who in turn assigned its employee Mr. Van Rees to adjust the damages under the Policy. Peleus with ultimate decision-making authority falsely denied the claim, failed to conform to proper claim

settlement practices in Texas, failed to properly supervise its designated representatives, and unreasonably denied and delayed full and fair claim payment.

4.4 Peleus Strata, Engle Martin, Ms. Vallejo, and Mr. Van Rees failed to perform a thorough investigation of the claim. Mr. Van Rees inspected the property on January 4, 2017 and performed a substandard inspection of the Property. Mr. Van Rees grossly undervalued what damage he did accept. Defendants delayed the claims process and failed to communicate with the insured. Peleus, Strata, Engle Martin, Ms. Vallejo, and Mr. Van Rees performed an inadequate, incomplete and unreasonable investigation of Plaintiff's claim, which is evidenced by their delays, lack of communication, refusal to hire to appropriate consultants, and estimate that fails to account for the necessary repairs for the Property. Peleus relied exclusively on Strata, Engle Martin, Ms. Vallejo, and Mr. Van Rees in determining what amounts, if any, to pay on Plaintiff's claim and failed to perform their own adequate investigation. Strata, Engle Martin, Ms. Vallejo, and Mr. Van Rees made false representations to Plaintiff's representative including illegitimately representing that the entirety of damages occurred prior to the policy period and improperly ignoring facts confirming and supporting the hail and wind event and in turn extent of damages. On April 6, 2017 Strata and Ms. Vallejo misrepresented the extent of damages confirmed at the property, falsely used excuses such as roof deficiencies and improper installation and made misrepresentations about available weather data including blatant misuse of the predictive modeling supposedly being relied on to deny and delay the claim. Further, on May 9, 2017, Strata and Ms. Vallejo

wrongfully claimed the roofs did not need to be replaced and instead blamed the clear damages on installation failures and the age of the roof systems. These are deceptive, unfair, and unreasonable claim actions as Peleus and Strata's underwriting confirms the good and insurable condition of the buildings.

4.5 Defendants wrongfully denied Plaintiff's claim for property repairs. Peleus, Strata, Engle Martin, Ms. Vallejo, and Mr. Van Rees chose to ignore obvious damages to the Property. Defendants have chosen to continue to deny timely payment of the damages. As a result, Woodway has not been fully paid under the Policy provided by Peleus since the wind and hail storm. Woodway was forced to hire its own consultant to independently evaluate the damages to the Property because Defendants refused to do so. Plaintiff's own expert has identified substantial damage far beyond what Peleus acknowledged. To this day, Peleus refuses to pay for the necessary repairs to the Property as required under the Policy.

4.6 As a result of Defendants' acts and/or omissions, Plaintiff was required to retain an attorney to prosecute its claim for insurance benefits.

4.7 Unfortunately, Defendants have delayed payment for Plaintiff's necessary and covered property repairs under the insurance policy that Peleus wrote. Given the repeated delays of payment, Plaintiff has been subjected to significant economic impact, worry, distress, and continuing economic and physical damage. Because of Defendants' delays, denials, and underpayment, Plaintiff has been unable to make necessary repairs to the Property which has resulted in further damages to the Property, including additional interior and roof damage, among others. In addition,

Plaintiff has suffered financial harm and damage as a result of Defendants' denials and repeated delays. The significant effect of Defendants' wrongful and unjustified delays, however, is still uncompensated.

FIRST CAUSE OF ACTION---Violations of Texas Insurance Code

5.1 Plaintiff re-alleges and incorporates each allegation contained in Paragraphs 1-4.7 of this Petition as if fully set forth herein.

5.2 Peleus, Strata, Engle Martin, Ms. Vallejo, and Mr. Van Rees failed to attempt to effectuate a prompt, fair, and equitable settlement of a claim with respect to which liability has become reasonably clear, in violation of Texas Insurance Code Section 541.060 (a)(2)(A).

5.3 Peleus, Strata, Engle Martin, Ms. Vallejo, and Mr. Van Rees failed to adopt and implement reasonable standards for prompt investigation of claims arising under its policies.

5.4 Peleus, Strata, Engle Martin, Ms. Vallejo, and Mr. Van Rees failed to provide promptly a reasonable explanation, in relation to the facts or applicable law, for the denial of a claim, in violation of Texas Insurance Code Section 541.060 (a)(3).

5.5 Peleus, Strata, Engle Martin, Ms. Vallejo, and Mr. Van Rees refused to pay a claim without conducting a reasonable investigation with respect to the claim, in violation of Texas Insurance Code Section 541.060 (a)(7).

5.6 Peleus, Strata, Engle Martin, Ms. Vallejo, and Mr. Van Rees misrepresented the insurance policy under which it affords Property coverage to Plaintiff, by making an untrue statement of material fact, in violation of Texas Insurance Code Section

541.061 (1). Peleus, Engle Martin, and Van Rees misrepresented the insurance policy to Plaintiff, by making an untrue statement of material fact, in violation of Texas Insurance Code Section 541.061 (1).

5.7 Peleus, Strata, Engle Martin, Ms. Vallejo, and Mr. Van Rees misrepresented the insurance policy under which it affords Property coverage to Plaintiff, by failing to state a material fact that is necessary to make other statements made not misleading, in violation of Texas Insurance Code Section 541.061 (2). Peleus, Strata, and Engle Martin misrepresented the insurance policy to Plaintiff by failing to state a material fact that is necessary to make other statements made not misleading, in violation of Texas Insurance Code Section 541.061 (2).

5.8 Peleus, Strata, Engle Martin, Ms. Vallejo, and Mr. Van Rees misrepresented the insurance policy under which it affords Property coverage to Plaintiff, by making a statement in such manner as to mislead a reasonably prudent person to a false conclusion of material fact, and failing to disclose a matter required by law to be disclosed, in violation of Texas Insurance Code Section 541.061 (3) and Texas Insurance Code Section 541.002 (1). Defendants misrepresented the insurance policy to Plaintiff by making a statement in such manner as to mislead a reasonably prudent person to a false conclusion of material fact, and failing to disclose a matter required by law to be disclosed, in violation of Texas Insurance Code Section 541.061 (3) and Texas Insurance Code Section 541.002 (1).

5.9 Peleus, Strata, Engle Martin, Ms. Vallejo, and Mr. Van Rees knowingly committed the foregoing acts, with actual knowledge of the falsity, unfairness, or

deception of the foregoing acts and practices, in violation of Texas Insurance Code Section 541.002 (1).

SECOND CAUSE OF ACTION---Prompt Payment of Claim

6.1 Plaintiff re-alleges and incorporates each allegation contained in Paragraphs 1-5.9 of this Petition as if fully set forth herein.

6.2 Peleus, Strata, Engle Martin, Ms. Vallejo, and Mr. Van Rees failed to acknowledge receipt of the claim in violation of Texas Insurance Code Section 542.055 (a)(1).

6.3 Peleus, Strata, Engle Martin, Ms. Vallejo, and Mr. Van Rees failed to timely commence investigation of the claim or to request from Plaintiff any additional items, statements or forms that Peleus, Strata, Engle Martin, Ms. Vallejo, and Mr. Van Rees reasonably believe to be required from Plaintiffs in violation of Texas Insurance Code Section 542.055 (a)(2)-(3).

6.4 Peleus, Strata, Engle Martin, Ms. Vallejo, and Mr. Van Rees failed to notify Plaintiff in writing of the acceptance or rejection of the claim not later than the 15th business day after receipt of all items, statements and forms required by Peleus, Strata, Engle Martin, Ms. Vallejo, and Mr. Van Rees in violation of Texas Insurance Code Section 542.056(a).

6.5 Peleus, Strata, Engle Martin, Ms. Vallejo, and Mr. Van Rees delayed payment of Plaintiff's claim in violation of Texas Insurance Code Section 542.058(a).

THIRD CAUSE OF ACTION---Statutory Interest

7.1 Plaintiff re-alleges and incorporates each allegation contained in Paragraphs 1-6.5 of the Petition as if fully set forth herein.

7.2 Plaintiff makes a claim for penalties of 18% statutory interest on the amount of the claims along with reasonable attorneys' fees for violation of Texas Insurance Code Subchapter B pursuant to Texas Insurance Code Section 542.060.

FOURTH CAUSE OF ACTION---Breach of Contract

8.1 Plaintiff re-alleges and incorporates each allegation contained in Paragraphs 1-7.2 of the Petition as if fully set forth herein.

8.2 Peleus breached its contracts with Plaintiff. As a result of Carrier's breaches, Plaintiff suffered legal damages.

FIFTH CAUSE OF ACTION---Breach of duty of good faith & fair dealing

9.1 Plaintiff re-alleges and incorporates each allegation contained in Paragraphs 1-8.2 of the Petition as if fully set forth herein.

9.2 Peleus, as the property coverage insurer, had a duty to deal fairly and in good faith with Plaintiff in the processing of the claim. Peleus breached this duty by refusing to properly investigate and effectively denying insurance benefits. Peleus knew or should have known that there was no reasonable basis for denying or delaying the required benefits. As a result of Carrier's breach of these legal duties, Plaintiff suffered legal damages.

SIXTH CAUSE OF ACTION---Punitive Damages for Bad Faith

10.1 Plaintiff re-alleges and incorporates each allegation contained in Paragraphs 1-9.2 of this Petition as if fully set for herein.

10.2 Peleus acted fraudulently and with malice (as that term is legally defined) in denying Plaintiff's claim for benefits. Further, Peleus had actual, subjective awareness of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety, or welfare of Plaintiff.

SEVENTH CAUSE OF ACTION---Violations Of Texas DTPA

11.1 Plaintiff re-alleges and incorporates each allegation contained in Paragraphs 1-10.2 of this Complaint as if fully set forth herein.

11.2 The Deceptive Trade Practices-Consumer Protection Act (DTPA) provides additional protections to consumers who are victims of deceptive, improper, or illegal practices. Defendants' violations of the Texas Insurance Code create a cause of action under the DTPA. Defendants' violations of the Texas Insurance Code, as set forth herein, specifically violate the DTPA as well.

KNOWLEDGE

12.1 Each of the actions described herein were done "knowingly" as that term is used in the Texas Insurance Code and were a producing cause of Plaintiff's damages.

RESULTING LEGAL DAMAGES

13.1 Plaintiff is entitled to the actual damages resulting from the Defendants' violations of the law. These damages include the consequential damages to its economic welfare from the wrongful denial and delay of benefits; the mental anguish and physical suffering resulting from this wrongful denial of benefits, and continued impact on Plaintiff; lost credit reputation; and the other actual damages permitted by law. In addition, Plaintiff is entitled to exemplary damages.

13.2 As a result of Defendants' acts and/or omissions, Plaintiff has sustained damages in excess of the minimum jurisdictional limits of this Court.

13.3 Plaintiff is entitled under law to the recovery of prejudgment interest at the maximum legal rate.

13.4 Defendants' knowing violations of the Texas Insurance Code and DTPA entitle Plaintiff to the attorneys' fees, treble damages, and other penalties provided by law.

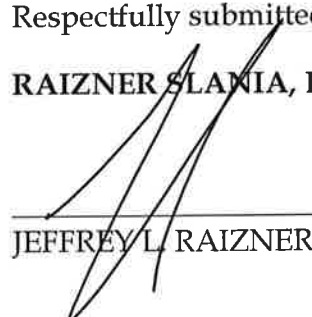
13.5 Plaintiff is entitled to statutory interest on the amount of its claim at the rate of 18% per year as damages under the Texas Insurance Code §542.060(a).

13.6 Plaintiff is entitled to the recovery of attorneys' fees pursuant to Tex. Civ. Prac. & Rem. Code §38.001, the Texas Insurance Code §542.060(a)-(b), the Tex. Bus & Commerce Code §17.50 and Tex. Civ. Prac. & Rem. Code §37.009.

Prayer

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests that Plaintiff has judgment against Defendants for actual damages in excess of the minimum jurisdictional limits of this Court, pre- and post-judgment interest as allowed by law, costs of suit, and all other relief, at law or in equity, to which Plaintiff may be entitled.

Respectfully submitted,
RAIZNER SLANIA, LLP



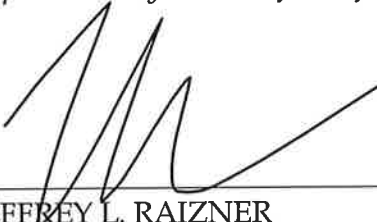
JEFFREY L. RAIZNER

State Bar No. 00784806
ANDREW P. SLANIA
State Bar No. 24056338
AMY BAILEY HARGIS
State Bar No. 24078630
efile@raiznerlaw.com
2402 Dunlavy Street
Houston, Texas 77006
Phone: 713.554.9099
Fax: 713.554.9098

ATTORNEYS FOR PLAINTIFF

JURY DEMAND

Plaintiff hereby demands a trial by jury, a right enshrined in the Constitution of the United States of America and the State of Texas and preserved by the sacrifices of many. The necessary jury fee has been paid.



JEFFREY L. RAIZNER

Exhibit A-3-b

134th District Court of DALLAS County, Texas
600 COMMERCE STREET, 4TH FLOOR DALLAS TX 75202

Dianne Coffey

CASE #: DC-17-11083

RICHARD HORTON DBA WOODWAY ON THE GREEN, INC.

Plaintiff

vs

PELEUS INSURANCE COMPANY, STRATA CLAIMS MANAGEMENT, LLC, ENGLE MARTIN & ASSOCIATES,
INC., RISA HAYES VALLEJO AND CHRISTOPHER VAN REES

Defendant

AFFIDAVIT OF SERVICE

I, TISHA ROWLETT, make statement to the fact;
That I am a competent person more than 18 years of age or older and not a party to
this action, nor interested in outcome of the suit. That I received the documents stated
below on 09/08/17 3:52 pm, instructing for same to be delivered upon Engle Martin &
Associates By Delivering To It's Registered Agent, CT Corporation System.

That I delivered to : Engle Martin & Associates By Delivering To It's Registered
Agent, CT Corporation System. By Delivering to Terri Thongsavath,
Service Specialist

the following : CITATION; PLAINTIFF'S ORIGINAL PETITION & JURY DEMAND

at this address : 1999 Bryan St., Ste. 900
DALLAS, Dallas County, TX 75201

Manner of Delivery : By PERSONALLY delivering the document(s) to the person
above.

Delivered on : Monday SEP 11, 2017 3:00 pm

My name is TISHA ROWLETT, my date of birth is SEP 1st, 1975, and my address is
Professional Civil Process Dallas, Inc., 2300 Valley View Ln, Ste 612, Irving TX
75062, and U.S.A. I declare under penalty of perjury that the foregoing is true and
correct.

Executed in Dallas County, State of Texas, on the 15th day of
September, 2017.

TISHA ROWLETT
2290

Declarant

Texas Certification#: SCH-12092 Exp. 06/30/2019

PCP Inv#: D17900123
SO Inv#: A17901035



AX02A17901035

tomcat

+ Service Fee: 75.00
Witness Fee: .00
Mileage Fee: .00

Raizner, Jeffrey L.

E-FILE RETURN

**FORM NO. 353-3 - CITATION
THE STATE OF TEXAS**

**To: ENGLE MARTIN & ASSOCIATES, INC
BY SERVING ITS REGISTERED AGENT CT CORPORATION SYSTEM
1999 BRYAN STREET SUITE 900
DALLAS TX 75201-3136**

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the **134th District Court** at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **RICHARD HORTON D/B/A WOODWAY ON THE GREEN INC**

Filed in said Court **29th day of August, 2017** against

**PELEUS INSURANCE COMPANY , STRATA CLAIMS MANAGEMENT, LLC,
ENGLE MARTIN & ASSOCIATES, INC., RISA HAYES VALLEJO AND
CHRISTOPHER VAN REES**

For Suit, said suit being numbered **DC-17-11083**, the nature of which demand is as follows:
Suit on **CNTR CNSMR COM DEBT** etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office this 31st day of August, 2017.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas

By /s/ Gay Lane, Deputy
GAY LANE



ESERVE

CITATION

DC-17-11083

RICHARD HORTON

vs.

PELEUS INSURANCE COMPANY, et al

ISSUED THIS

31st day of August, 2017

FELICIA PITRE

Clerk District Courts,
Dallas County, Texas

By: **GAY LANE, Deputy**

Attorney for Plaintiff

ANDREW P SLANIA

2402 DUNLAVY STREET

HOUSTON TX 77006

713-554-9099

**DALLAS COUNTY
SERVICE FEES
NOT PAID**

OFFICER'S RETURN

Case No. : DC-17-11083

Court No.134th District Court

Style: RICHARD HORTON

vs.

PELEUS INSURANCE COMPANY, et al

Came to hand on the _____ day of _____, 20____, at _____ o'clock _____ M. Executed at _____
within the County of _____ at _____ o'clock _____ M. on the _____ day of _____
20____, by delivering to the within named _____

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by
me in serving such process was _____ miles and my fees are as follows: To certify which witness my hand.

For serving Citation	\$ _____	_____
For mileage	\$ _____	of _____ County, _____
For Notary	\$ _____	By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____, 20____,

to certify which witness my hand and seal of office.

Notary Public _____ County _____

Exhibit A-3-c

134th District Court of DALLAS County, Texas

600 COMMERCE STREET, 4TH FLOOR DALLAS TX 75202

Dianne Coffey

CASE #: DC-17-11083

RICHARD HORTON DBA WOODWAY ON THE GREEN, INC.

Plaintiff

vs

PELEUS INSURANCE COMPANY, STRATA CLAIMS MANAGEMENT, LLC, ENGLE MARTIN & ASSOCIATES, INC., RISA HAYES VALLEJO AND CHRISTOPHER VAN REES

Defendant

AFFIDAVIT OF SERVICE

I, TISHA ROWLETT, make statement to the fact;
That I am a competent person more than 18 years of age or older and not a party to this action, nor interested in outcome of the suit. That I received the documents stated below on 09/08/17 3:52 pm, instructing for same to be delivered upon Strata Claims Management, LLC By Delivering To It's Registered Agent, CT Corporation System.

That I delivered to : Strata Claims Management, LLC By Delivering To It's
Registered Agent, CT Corporation System. By Delivering to Strata
Claims Management, LLC, Service Specialist

the following : CITATION; PLAINTIFF'S ORIGINAL PETITION & JURY DEMAND

at this address : 1999 Bryan St., Ste. 900
DALLAS, Dallas County, TX 75201

Manner of Delivery : By PERSONALLY delivering the document(s) to the person
above.

Delivered on : Monday SEP 11, 2017 3:00 pm

My name is TISHA ROWLETT, my date of birth is SEP 1st, 1975, and my address is Professional Civil Process Dallas, Inc., 2300 Valley View Ln, Ste 612, Irving TX 75062, and U.S.A. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 15th day of
September, 2017.

TISHA ROWLETT
2290

Declarant

Texas Certification#: SCH-12092 Exp. 06/30/2019

PCP Inv#: D17900125

SO Inv#: A17901039



AX02A17901039

tomcat

+ Service Fee: 75.00
Witness Fee: .00
Mileage Fee: .00

Raizner, Jeffrey L.

E-FILE RETURN

**FORM NO. 353-3 - CITATION
THE STATE OF TEXAS**

To: STRATA CLAIMS MANAGEMENT, LLC
BY SERVING ITS REGISTERED AGENT CT CORPORATION SYSTEM
1999 BRYAN STREET SUITE 900
DALLAS TX 75201-3136

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the **134th District Court** at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **RICHARD HORTON D/B/A WOODWAY ON THE GREEN INC**

Filed in said Court **29th day of August, 2017** against

**PELEUS INSURANCE COMPANY , STRATA CLAIMS MANAGEMENT, LLC,
ENGLE MARTIN & ASSOCIATES, INC., RISA HAYES VALLEJO AND
CHRISTOPHER VAN REES**

For Suit, said suit being numbered DC-17-11083, the nature of which demand is as follows:
Suit on CNTR CNSMR COM DEBT etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office this 31st day of August, 2017.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas



By /s/ Gay Lane, Deputy
GAY LANE

ESERVE

CITATION

DC-17-11083

RICHARD HORTON

vs.

PELEUS INSURANCE COMPANY, et al

ISSUED THIS

31st day of August, 2017

FELICIA PITRE

Clerk District Courts,
Dallas County, Texas

By: **GAY LANE, Deputy**

Attorney for Plaintiff

**ANDREW P SLANIA
2402 DUNLAVY STREET
HOUSTON TX 77006
713-554-9099**

**DALLAS COUNTY
SERVICE FEES
NOT PAID**

OFFICER'S RETURN

Case No. : DC-17-11083

Court No.134th District Court

Style: RICHARD HORTON

vs.

PELEUS INSURANCE COMPANY, et al

Came to hand on the _____ day of _____, 20____, at _____ o'clock _____ M. Executed at _____
within the County of _____ at _____ o'clock _____ M. on the _____ day of _____
20____, by delivering to the within named _____

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by
me in serving such process was _____ miles and my fees are as follows: To certify which witness my hand.

For serving Citation	\$ _____	_____	_____
For mileage	\$ _____	of _____	County, _____
For Notary	\$ _____	By _____	Deputy _____

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____, 20____,
to certify which witness my hand and seal of office.

Notary Public _____ County _____

Exhibit A-3-d

134th District Court of DALLAS County, Texas
600 COMMERCE STREET, 4TH FLOOR DALLAS TX 75202

Dianne Coffey

CASE #: DC-17-11083

RICHARD HORTON DBA WOODWAY ON THE GREEN, INC.

Plaintiff

vs

PELEUS INSURANCE COMPANY, STRATA CLAIMS MANAGEMENT, LLC, ENGLE MARTIN & ASSOCIATES, INC., RISA HAYES VALLEJO AND CHRISTOPHER

Defendant

AFFIDAVIT OF SERVICE

I, KEVIN A MALONE, make statement to the fact;
That I am a competent person more than 18 years of age or older and not a party to this action, nor interested in outcome of the suit. That I received the documents stated below on 09/16/17 4:51 pm, instructing for same to be delivered upon Vallejo, Risa Hayes.

That I delivered to : Vallejo, Risa Hayes.

the following : CITATION; PLAINTIFF'S ORIGINAL PETITION & JURY DEMAND

at this address : 8144 Walnut Hill Lane STE#1490
DALLAS, Dallas County, TX 75231

Manner of Delivery : By PERSONALLY delivering the document(s) to the person above.

Delivered on : Tuesday SEP 19, 2017 11:09 am

My name is KEVIN A MALONE, my date of birth is OCT 22nd, 1960, and my address is Professional Civil Process Dallas, Inc., 2300 Valley View Ln, Ste 612, Irving TX 75062, and U.S.A. I declare under penalty of perjury that the foregoing is true and correct.

Executed in DALLAS County, State of Texas, on the 19 day of

Sept, 2017.

Kevin A Malone
KEVIN A MALONE
2057

Declarant

Texas Certification#: PSC-11139 Exp. 09/30/2020

PCP Inv#: D17900221

SO Inv#: A17901980



AX02A17901980

tomcat

+ Service Fee: 75.00
Witness Fee: .00
Mileage Fee: .00

Raizner, Jeffrey L.

E-FILE RETURN

**FORM NO. 353-3 - CITATION
THE STATE OF TEXAS**

**To: RISA HAYES VALLEJO
200 ROUSSEAU STREET
WAXAHACHIE TX 75165-2740**

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the **134th District Court** at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **RICHARD HORTON D/B/A WOODWAY ON THE GREEN INC**

Filed in said Court **29th day of August, 2017** against

**PELEUS INSURANCE COMPANY, STRATA CLAIMS MANAGEMENT, LLC,
ENGLE MARTIN & ASSOCIATES, INC., RISA HAYES VALLEJO AND
CHRISTOPHER VAN REES**

For Suit, said suit being numbered **DC-17-11083**, the nature of which demand is as follows:
Suit on **CNTR CNSMR COM DEBT** etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office this 31st day of August, 2017.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas

By /s/ Gay Lane, Deputy
GAY LANE



ESERVE

CITATION

DC-17-11083

**RICHARD HORTON
vs.**

PELEUS INSURANCE COMPANY, et al

**ISSUED THIS
31st day of August, 2017**

**FELICIA PITRE
Clerk District Courts,
Dallas County, Texas**

By: GAY LANE, Deputy

**Attorney for Plaintiff
ANDREW P SLANIA
2402 DUNLAVY STREET
HOUSTON TX 77006
713-554-9099**

**DALLAS COUNTY
SERVICE FEES
NOT PAID**

OFFICER'S RETURN

Case No. : DC-17-11083

Court No. 134th District Court

Style: RICHARD HORTON

vs.

PELEUS INSURANCE COMPANY, et al

Came to hand on the _____ day of _____, 20____, at _____ o'clock _____ M. Executed at _____

within the County of _____ at _____ o'clock _____ M. on the _____ day of _____

20____, by delivering to the within named _____

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was _____ miles and my fees are as follows: To certify which witness my hand.

For serving Citation	\$ _____	_____
For mileage	\$ _____	of _____ County, _____
For Notary	\$ _____	By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____, 20____,

to certify which witness my hand and seal of office.

Notary Public _____ County _____

Exhibit A-3-e

134th District Court of DALLAS County, Texas

600 COMMERCE STREET, 4TH FLOOR DALLAS TX 75202

Dianne Coffey

CASE #: DC-17-11083

RICHARD HORTON DBA WOODWAY ON THE GREEN, INC.

Plaintiff

VS

PELEUS INSURANCE COMPANY, STRATA CLAIMS MANAGEMENT, LLC, ENGLE MARTIN & ASSOCIATES,
INC., RISA HAYES VALLEJO AND CHRISTOPHER VAN REES

Defendant

AFFIDAVIT OF SERVICE

I, ADREA NICOLE PARISI, make statement to the fact;
That I am a competent person more than 18 years of age or older and not a party to
this action nor interested in outcome of the suit. That I received the documents stated
below on September 12, 2017, Time: 6:00 A M instructing for same to be delivered
upon Peleus Insurance Company By Delivering To It's Claims Manager, Peleus Insurance
Company.

That I delivered to : Peleus Insurance Company By Delivering To It's Claims
Manager, Peleus Insurance Company.

the following : CITATION; PLAINTIFF'S ORIGINAL PETITION & JURY DEMAND

at this address : P.O. Box 469012
SAN ANTONIO, Bexar County, TX 78246-9012

Manner of Delivery : by certified mail. Return receipt with signature thereon is
attached hereto each; a true copy of the documents listed above
and endorsed on such the date of mailing.

Delivered on : Tuesday September 12, 2017 am

My name is ADREA NICOLE PARISI, my date of birth is June 23rd, 1983, and my address
is Professional Civil Process Of Texas, Inc, 103 Vista View Trail, Spicewood TX
78669, and U.S.A. I declare under penalty of perjury that the foregoing is true and
correct.

Executed in Burnet County, State of Texas, on the 15 day of

September, 2017.

Adrea Nicole Parisi
ADREA NICOLE PARISI
1046

Declarant

Texas Certification#: SCH-12197 Exp. 08/31/2019

PCP Inv#: A17901040




AX02A17901040

miac

+ Service Fee: 70.00
Witness Fee: .00
Mileage Fee: .00

Raizner, Jeffrey L.

E-FILE RETURN

2. Article Number		COMPLETE THIS SECTION ON DELIVERY	
 7160 3901 9848 8680 4772		A. Received by (Please Print Clearly) <i>Reed</i>	B. Date of Delivery <i>5/12/07</i>
3. Service Type CERTIFIED MAIL		C. Signature <i>Reed</i>	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes		D. Is delivery address different from item 1? If YES, enter delivery address below:	
1. Article Addressed to: Peleus Insurance Company By Delivering To It's Claims Manager P.O. Box 469012 SAN ANTONIO TX 78246-9012 A17900096		RESTRICTED DELIVERY	
PS Form 3811, January 2005		Domestic Return Receipt	

103 Vista View Trl
Spicewood, TX 78669

CERTIFIED MAIL



7160 3901 9846 8660 4949

Peleus Insurance Company
By Delivering To It's Claims Manager, Peleus Insurance
Company
P.O. Box 469012
SAN ANTONIO TX 78246-9012

NEOPOST

09/08/2017

REGISTRATION \$011.93



ZIP 78669

041M1276322

RESTRICTED
DELIVERY

RESTRICTED
DELIVERY

C

**RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION**

Thank you for using Return Receipt Service

COMPLETE THIS SECTION ON DELIVERY

<p>A. Received by (Please Print Clearly)</p>	<p>B. Date of Delivery</p>
<p>C. Signature</p> <p>X</p>	<p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee <input type="checkbox"/> No</p>
<p>D. Is delivery address different from item 1? If YES, enter delivery address below:</p>	

2. Article Number

7360 3903 9646 6660 4949

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☒ Yes

1. Article Addressed to:
 Peleus Insurance Company
 By Delivering To It's Claims Manager, Peleus Insurance Company
 P.O. Box 469012
 SAN ANTONIO TX 78246-9012

PS Form 3811, January 2005

Domestic Return Receipt

**RESTRICTED
DELIVERY**

Thank you for using Return Receipt Service

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS FOLD AT DOTTED LINE

**FORM NO. 353-3 - CITATION
THE STATE OF TEXAS**

**To: PELEUS INSURANCE COMPANY
BY SERVING ITS CLAIMS MANAGER PELEUS INSURANCE COMPANY
8720 STONY POINT PARKWAY SUITE 400
RICHMOND VA 23235**

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the **134th District Court** at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **RICHARD HORTON D/B/A WOODWAY ON THE GREEN INC**

Filed in said Court **29th day of August, 2017** against

**PELEUS INSURANCE COMPANY , STRATA CLAIMS MANAGEMENT, LLC,
ENGLE MARTIN & ASSOCIATES, INC., RISA HAYES VALLEJO AND
CHRISTOPHER VAN REES**

For Suit, said suit being numbered **DC-17-11083**, the nature of which demand is as follows:
Suit on **CNTR CNSMR COM DEBT** etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: **FELICIA PITRE**, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office this 31st day of August, 2017.



ATTEST: **FELICIA PITRE**, Clerk of the District Courts of Dallas, County, Texas

By /s/ Gay Lane , Deputy
 GAY LANE

ESERVE

CITATION

DC-17-11083

RICHARD HORTON

vs.

PELEUS INSURANCE COMPANY, et al

ISSUED THIS

31st day of August, 2017

FELICIA PITRE

Clerk District Courts,
Dallas County, Texas

By: **GAY LANE**, Deputy

Attorney for Plaintiff

**ANDREW P SLANIA
2402 DUNLAVY STREET
HOUSTON TX 77006
713-554-9099**

**DALLAS COUNTY
SERVICE FEES
NOT PAID**

OFFICER'S RETURN

Case No. : DC-17-11083

Court No. 134th District Court

Style: RICHARD HORTON

vs.

PELEUS INSURANCE COMPANY, et al

Came to hand on the _____ day of _____, 20____, at _____ o'clock _____ M. Executed at _____
within the County of _____ at _____ o'clock _____ M. on the _____ day of _____
20____, by delivering to the within named _____

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by
me in serving such process was _____ miles and my fees are as follows: To certify which witness my hand.

For serving Citation	\$ _____	_____
For mileage	\$ _____	of _____ County, _____
For Notary	\$ _____	By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____, 20____,
to certify which witness my hand and seal of office.

Notary Public _____ County _____

Exhibit A-3-f

134th District Court of DALLAS County, Texas

600 COMMERCE STREET, 4TH FLOOR DALLAS TX 75202

Dianne Coffey

CASE #: DC-17-11083

RICHARD HORTON DBA WOODWAY ON THE GREEN, INC.

Plaintiff

vs

PELEUS INSURANCE COMPANY, STRATA CLAIMS MANAGEMENT, LLC, ENGLE MARTIN & ASSOCIATES, INC., RISA HAYES VALLEJO AND CHRISTOPHER VAN REES

Defendant

AFFIDAVIT OF SERVICE

I, **JEREMY WILSON**, make statement to the fact;
That I am a competent person more than 18 years of age or older and not a party to this action, nor interested in outcome of the suit. That I received the documents stated below on 09/18/17 11:08 am, instructing for same to be delivered upon Rees, Van.

That I delivered to : Rees, Van.

the following : CITATION; PLAINTIFF'S ORIGINAL PETITION & JURY DEMAND

at this address : 4412 Black Otter Trail,
Apt. 1153
DALLAS, Collin County, TX 75287

Manner of Delivery : By PERSONALLY delivering the document(s) to the person above.

Delivered on : Wednesday SEP 20, 2017 6:46 pm

My name is JEREMY WILSON, my date of birth is DEC 12th, 1977, and my address is Professional Civil Process Of Texas, Inc, 103 Vista View Trail, Spicewood TX 78669, and U.S.A. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 23 day of

Sept, 2017.

JEREMY WILSON
2465

Declarant

Texas Certification#: PSC-12087 Exp. 06/30/2019

PCP Inv#: D17900124

SO Inv#: A17901038



tomcat

+ Service Fee: 75.00

Witness Fee: .00

Mileage Fee: .00

Raizner, Jeffrey L.

E-FILE RETURN

**FORM NO. 353-3 - CITATION
THE STATE OF TEXAS**

To: VAN REES
4412 BLACK OTTER TRAIL APT 1153
DALLAS TX 75287-5106

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the 134th District Court at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **RICHARD HORTON D/B/A WOODWAY ON THE GREEN INC**

Filed in said Court 29th day of August, 2017 against

**PELEUS INSURANCE COMPANY , STRATA CLAIMS MANAGEMENT, LLC,
ENGLE MARTIN & ASSOCIATES, INC., RISA HAYES VALLEJO AND
CHRISTOPHER VAN REES**

For Suit, said suit being numbered **DC-17-11083**, the nature of which demand is as follows:
Suit on **CNTR CNSMR COM DEBT** etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office this 31st day of August, 2017.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas
/s/ Gay Lane

By _____, Deputy
GAY LANE



ESERVE

CITATION

DC-17-11083

RICHARD HORTON

vs.

PELEUS INSURANCE COMPANY, et al

ISSUED THIS

31st day of August, 2017

FELICIA PITRE

Clerk District Courts,
Dallas County, Texas

By: GAY LANE, Deputy

Attorney for Plaintiff

ANDREW P SLANIA

2402 DUNLAVY STREET

HOUSTON TX 77006

713-554-9099

**DALLAS COUNTY
SERVICE FEES
NOT PAID**

OFFICER'S RETURN

Case No. : DC-17-11083

Court No. 134th District Court

Style: RICHARD HORTON

vs.

PELEUS INSURANCE COMPANY, et al

Came to hand on the _____ day of _____, 20____, at _____ o'clock _____ M. Executed at _____
within the County of _____ at _____ o'clock _____ M. on the _____ day of _____
20____, by delivering to the within named _____

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by
me in serving such process was _____ miles and my fees are as follows: To certify which witness my hand.

For serving Citation	\$ _____	_____
For mileage	\$ _____	of _____ County, _____
For Notary	\$ _____	By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____, 20____,

to certify which witness my hand and seal of office.

Notary Public _____ County _____

Exhibit A-3-g

of the Texas Insurance Code and Section 17.505 of the Texas Business and Commerce Code, thereby precluding Plaintiff from prevailing on any such claims. Plaintiff also failed to properly present its claim for attorneys' fees under Section 38.001 of the Texas Civil Practice and Remedies Code, thereby precluding Plaintiff's recovery of any such fees in this action. Plaintiff's claims are barred, in whole or in part, by its failure to satisfy these (and other) conditions precedent to the recovery it seeks in this action.

3. Discovery in this matter is ongoing and Defendants reserve the right to assert that Plaintiff has failed to meet other conditions precedent required under Texas statute, Texas law, and/or Peleus Insurance Company Master Policy Number 723-1426870415-00 and corresponding Declarations Certificate Number 9735, with effective dates of coverage from October 1, 2015 through October 1, 2016, including all related endorsements, schedules, and declaration certificates (collectively, the "Policy").

AFFIRMATIVE DEFENSES

4. Pursuant to Texas Rule of Civil Procedure 94, Defendants set forth the following affirmative defenses to the allegations set forth in Plaintiff's Petition:

a. Plaintiff's claims are barred, in whole or in part, on the basis that Plaintiff's Petition fails to state a claim against Defendants upon which relief can be granted.

b. Plaintiff's claims are barred, in whole or in part, by the terms, conditions, limitations, exclusions, and deductibles contained in the Policy, including (without limitation) the terms, conditions, and limitations set forth in the Policy's Replacement Cost Form and loss payment provision(s).

c. Plaintiff's claims are barred, in whole or in part, by the Policy's provision prohibiting legal action against Peleus under the Policy unless Plaintiff has fully complied with all of the terms of the Policy.

d. Plaintiff's claims are barred, in whole or in part, to the extent the physical loss or damage claimed by Plaintiff did not occur during the applicable coverage period (as required by the Policy).

e. Plaintiff's claims are barred, in whole or in part, to the extent the physical loss or damage claimed by Plaintiff was not caused by (or did not result from) a covered cause of loss (as required by the Policy).

f. Plaintiff's claims are barred, in whole or in part, to the extent Plaintiff seeks coverage under the Policy for physical loss or damage to property other than "Covered Property" (as defined in the Policy).

g. Plaintiff's claims are barred, in whole or in part, by the Policy's exclusion regarding "cosmetic loss or damage" (as defined in the Policy).

h. Plaintiff's claims are barred, in whole or in part, by Plaintiff's neglect to use all reasonable means to save and preserve the property from further damage at and after the time of loss.

i. Plaintiff's claims are barred, in whole or in part, by the Policy's exclusion(s) regarding wear and tear and/or depletion.

j. Plaintiff's claims are barred, in whole or in part, by the Policy's exclusion(s) regarding rust, corrosion, decay, deterioration, hidden or latent defect, and/or any quality in the property that causes it to damage or destroy itself.

k. Plaintiff's claims are barred in whole or in part by the Policy's exclusion(s) regarding faulty, inadequate or defective: design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction; materials used in repair, construction, renovation or remodeling; or maintenance.

l. Plaintiff's claims are barred, in whole or in part, to the extent Plaintiff failed to take all reasonable steps to mitigate, minimize, or avoid the damages allegedly sustained and/or to protect the property from further damage. Plaintiff's recovery under the Policy and Texas law, if any, must be offset and reduced accordingly.

m. Plaintiff's claims are barred, in whole or in part, because Plaintiff's alleged damages were caused, in whole or in part, by the negligent acts and/or omissions of Plaintiff.

n. Plaintiff's claims are barred, in whole or in part, because Plaintiff's alleged damages were caused, in whole or in part, by the negligent acts and/or omissions of third parties over whom Defendants have and/or had no control.

o. A bona fide controversy exists concerning the extent of Plaintiff's entitlement to benefits under the Policy. Peleus and/or its employees, agents, representatives, and adjusters are entitled to value claims differently from Plaintiff without facing extra-contractual liability. Peleus would show that a bona fide controversy exists regarding: (a) the existence and/or scope of any covered loss or damage; (b) whether and to what extent any asserted loss or damage was the result of a covered occurrence or occurrences; (c) the reasonable and necessary measures to repair any covered loss or damage; and (d) the reasonable and necessary measures to repair any covered loss or damage.

p. Plaintiff's claim(s) for exemplary and/or punitive damages is unconstitutional and violates the due process clauses of the Fifth and Fourteenth Amendments to the United States Constitution and of Article 1, Section 19 of the Texas Constitution for the following reasons: (a) the standards under which such claims are submitted are so vague as to be effectively meaningless and threaten a deprivation of property for the benefit of society without the protection of fundamentally fair procedures; (b) the highly penal nature of exemplary damages threatens the possibility of excessive punishment and almost limitless liability without the benefit of fundamentally fair procedures or any statutory limitations; (c) the introduction of evidence of Defendants' financial worth is so prejudicial as to impose liability and punishment in a manner bearing no relation to the extent of any injury allegedly inflicted or to any benefit from any alleged wrongdoing and, therefore, any verdict would be the result of bias and prejudice in a fundamentally unfair manner.

q. Plaintiff's claim(s) for exemplary and/or punitive damages constitutes an unconstitutional excessive fine under Article 1, Section 13 of the Texas Constitution because such highly penal sanctions may be imposed for the benefit of society under standards so vague and effectively meaningless as to threaten unlimited punishment bearing no relation to the extent of any injury allegedly inflicted at the unbridled discretion of the jury.

r. To the extent Plaintiff has asserted claims against Defendants under Texas Insurance Code Chapter 541, those claims are barred by Section 541.153, and this Court should award Defendants court costs and reasonable and necessary attorneys' fees because

any such claims under the Texas Insurance Code are groundless and brought in bad faith or for the purpose of harassment.

5. Defendants further reserve the right to assert additional affirmative defenses as this litigation proceeds.

RESERVATION OF RIGHTS

6. By appearing and answering herein, Defendants do not waive, and expressly reserve, all rights and defenses that Defendants may have (or that may arise) under the Policy and/or applicable law. Nothing herein shall constitute or be deemed a waiver of, or an estoppel to assert, any of the rights and defenses that Defendants may have (or that may arise) under the Policies and/or applicable law.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Defendants Peleus Insurance Company, Strata Claims Management, LLC, Engle Martin & Associates, Inc., Risa Hayes Vallejo, and Christopher Van Rees pray that upon final judgment: (a) all relief requested by Plaintiff be denied; (b) all costs be taxed against Plaintiff; and (c) for such other and further relief to which Defendants may be justly entitled, whether at law or in equity.

Respectfully submitted,

ZELLE LLP

By: /s/ James W. Holbrook, III

Steven J. Badger
Texas Bar No. 01499050
sbadger@zelle.com
James W. Holbrook, III
Texas Bar No. 24032426
jholbrook@zelle.com
William W. Cardwell, IV
Texas Bar No. 24094419
wcardwell@zelle.com

901 Main Street, Suite 4000
Dallas, TX 75202-3975
Telephone: 214-742-3000
Facsimile: 214-760-8994

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

I hereby certify that, on September 29, 2017, a true and correct copy of Defendants' Answer to Plaintiff's Original Petition & Jury Demand was served upon all known counsel of record pursuant to the Texas Rules of Civil Procedure as follows:

Jeffrey L. Raizner
jeff@raiznerlaw.com
Andrew P. Slania
andrew@raiznerlaw.com
Amy Bailey Hargis
amy@raiznerlaw.com
RAIZNER SLANIA, LLP
2402 Dunlavy Street
Houston, TX 77006
Telephone: 713-554-9099
Facsimile: 713-554-9098
Attorneys for Plaintiff

/s/ James W. Holbrook, III
James W. Holbrook, III

Exhibit A-4

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

RICHARD HORTON d/b/a WOODWAY
ON THE GREEN, INC.,

Plaintiff,

v.

PELEUS INSURANCE COMPANY,
STRATA CLAIMS MANAGEMENT, LLC,
ENGLE MARTIN & ASSOCIATES, INC.,
RISA HAYES VALLEJO and
CHRISTOPHER VAN REES,

Defendants.

CIVIL ACTION NO. 3:17-cv-02807

**DEFENDANT PELEUS INSURANCE COMPANY'S CERTIFICATE OF INTERESTED
PERSONS AND RULE 7.1 DISCLOSURE STATEMENT**

Pursuant to Local Rule 81.1(a)(4)(D), Local Rule 3.1(c) and Federal Rule of Civil Procedure 7.1, Defendant Peleus Insurance Company submits the following Certificate of Interested Persons and Rule 7.1 Disclosure Statement.

1. As a nongovernmental corporate party, Defendant Peleus Insurance Company states that Peleus Insurance Company is a subsidiary of Argo Group US, Inc. Argo Group International Holdings, Ltd. owns 10% or more of the stock of Peleus Insurance Company.

2. Defendant Peleus Insurance Company believes the following to be a complete list of all persons, associations of persons, firms, partnerships, corporations, guarantors, insurers, affiliates, parent or subsidiary corporations, or other legal entities which may have a financial interest in the outcome of this litigation:

- a. Plaintiff: Richard Horton dba Woodway on the Green, Inc.;
- b. Defendant: Peleus Insurance Company;

- c. Defendant: Strata Claims Management, LLC;
- d. Defendant: Engle Martin & Associates, Inc.;
- e. Defendant: Risa Hayes Vallejo;
- f. Defendant: Christopher Van Rees;
- g. Counsel for Plaintiff: Jeffrey L. Raizner, Andrew P. Slania, Amy Bailey Hargis, RAIZNER SLANIA, LLP, 2401 Dunlavy Street, Houston, Texas 77006; and
- h. Counsel for Defendants: Steven J. Badger, James W. Holbrook, III, William W. Cardwell, IV, ZELLE LLP, 901 Main Street, Suite 4000, Dallas, Texas 75202.

3. If new parties are added to this lawsuit, or if additional persons or entities that are financially interested in the outcome of this litigation are identified during the pendency of this litigation, Peleus Insurance Company will file an amended certificate

Respectfully submitted,

ZELLE LLP

By: /s/ James W. Holbrook, III

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ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

On October 12, 2017, I served a true and correct copy of the foregoing was served upon all known counsel of record pursuant to the Federal Rules of Civil Procedure as follows:

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